



Price Agreement Amendment

Page 1 of 1
Printed: 4/21/2006

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

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GULF OIL LIMITED PARTNERSHIP
90 EVERETT AVENUE
CHELSEA MA 02150

GASOLINE - MPA #114

Amendment Date: 04/17/2006
Original Award Date: 04/12/2005
Buyer: ROCHE, LINDA P
Phone #: (401) 222 - 2142 ext. 118
FOB: F.O.B., Destination

Terms: Net 30

Change Order Number

1

Award Number

68M00325775

Effective Period:

04/01/2005 - 03/31/2007

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Change Order Note: CHANGE ORDER #1

Department				Bid Number	C/O Req #
ADMINISTRATION				MPA-114	B04862
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #1 CHANGE TO PO #68M00325775 DATED 4/12/05 CHANGE EFFECTIVE PERIOD: FROM: 4/1/05 - 3/31/06 TO: 4/1/05 - 3/31/07				

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Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE PURCHASING AGENT/DESIGNEE

ACCOUNTING

DATE RELEASED



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PROVIDENCE RI 02908

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68M00325775 **4/1/05 - 3/31/06**

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Date: 04/12/2005
Buyer: LINDA ROCHE
Shipping: F.O.B., Destination
Terms: Net 30

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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-114	B04862
Item		Unit	Unit Price
	<p>4/1/05 - 3/31/06 WITH OPTION TO RENEW FOR (4) ADDITIONAL 12 MONTH PERIODS</p> <p>MASTER PRICE AGREEMENT #114</p> <p>THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE.</p> <p>ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee.</p> <p>CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.</p> <p>STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).</p>		

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Page 2 of 3
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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

V E N D O R	GULF OIL LIMITED PARTNERSHIP 90 EVERETT AVENUE CHELSEA MA 02150	GASOLINE - MPA #114	
		Award Number 68M00325775	Effective Period: 4/1/05 - 3/31/06

S H I P T O	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA	Date: 04/12/2005 Buyer: LINDA ROCHE Shipping: F.O.B., Destination Terms: Net 30	I N V O I C E	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-114	B04862
Item		Unit	Unit Price
	AUTHORIZATION AND RELEASE. In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket. THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.		
1.0	TOTAL (INCLUDES TAXES)	EA	.3662
	DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.		

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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-114	B04862
Item		Unit	Unit Price
	<p>THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.</p> <p>EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE, PROVIDENCE, RI 02904 (401-222-2056).</p> <p>VENDOR TELEPHONE: 617-889-9000 VENDOR FAX: 617-884-0637</p>		

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BID# B04862 MASTER PRICING AGREEMENT # 114

COMMODITY: GASOLINE

FUEL AND GASOLINE: MOTOR FUEL (MPA #114)

**BLANKET REQUIREMENTS: 4/1/05 – 3/31/06
WITH OPTION TO RENEW FOR (4) ADDITIONAL 12 MONTH PERIODS**

1,000,000 gallons Unleaded Regular Gasoline delivered to various locations.

Pickup/loading at state designated contract or supplier loading rack or terminal and delivery to State fuel sites.

Unleaded regular gasoline will be picked up and delivered from source as designated by State Contract.

The state reserves the right to extend this contract under the same terms and conditions for two additional twelve month periods from the date of expiration provided such extension is mutually agreeable to both the state and the contractor.

All deliveries must be metered onto trucks at the loading terminal. Partial loads can be loaded exactly and kept separately in different compartments on the trailer. Upon delivery, drivers are to gauge tank before and after delivery to verify quantity. Quantity on meter tickets from loading terminals may be used for billing purposes. Vendor must supply copy of receiving slip with invoice.

The requirements are approximate and the distribution points are meant to cover the entire state. Additional deliveries, within a reasonable distance of awarded delivery points, must be accepted by vendors at the bid price.

Carriers will pick up products at a designed location, sign proper receipt documents and effect subsequent delivery to sites as may be directed by the State of Rhode Island ordering office.

The state reserves the right to cancel its agreement upon thirty (30) days written notice as the result of any change established and required by state office of purchases procedure or government regulation.

Vendor is required to invoice the receiving agency bimonthly, on a calendar month basis. Invoices must be substantiated by copies of delivery/loading slips metered and signed by the state. Vendor must also include a copy of posting from the Journal of Commerce for the day of delivery with each invoice.

Delivery of products to be made within twenty four (24) hours of request. Emergency deliveries as soon as possible.

Delivery drivers are required to reseal lids of manholes, on cast iron rings, following delivery.

Vendor must supply a copy of receiving slip with invoice

State of RI terms, by law, are Net 30 working days.

VENDOR NAME: **GULF OIL LP**
B04862

Price based on lowest "Resellers Rack Price" for reformulated regular unleaded gasoline, either the Port of Providence or Boston (whichever is lower) as the posting appears in the Journal of Commerce under Reformulated Regular Unleaded Gasoline prices, plus or minus, increment. Gasoline will be priced daily on the day of delivery.

Vendor's invoice to show increment + or - (plus or minus) in decimals, + (plus) the posted price.

R.I. Motor Fuel Tax	.30
Under Ground Tank Fee	.01
RI Oil Spill Prevention Tax	.0012
Increment	.055
Total (Includes Taxes)	.3662

RI Motor Fuel Tax is actually based on a percentage of the actual wholesale price of gasoline. At the present time, the wholesale price is below the floor price for the computation of this tax. If at anytime the wholesale price of gasoline goes above the floor, the state will adjust this tax.

The State of RI shall order gasoline to maximize delivery quantities whenever possible.

BID #B04862

DELIVERY TO THE FOLLOWING STATE OWNED FUEL DEPOTS

LOCATION	TANK SIZE
University of Rhode Island Physical Plant Garage URI Grounds, Kingston	12,000
Alton Jones Campus - URI 401 Victory Highway West Greenwich	4,000
Middletown Wyatt Road Middletown	5,000
Belleville 415 Tower Hill Road North Kingstown	12,000
Portsmouth Anthony Road Portsmouth	5,000
Cherry Hill Cherry Hill Road Johnston	5,000
Zambarano Hill 2090 Wallum Lake Road Pascoag	5,000
Charlestown Cross Mills Corner Route 1, Kenyon	6,000
Hope Valley Bank Street Hope Valley	10,000

LOCATION**TANK SIZE**

Green State Airport Airport Road Warwick	5,000
Children's Center 610 Mount Pleasant Avenue RIC Campus, Providence	5,000
Lincoln Route 116, Washington Highway Lincoln	6,000
East Providence 1032 Willett Avenue East Providence	4,000
RI State Police Headquarters 311 Danielson Pike North Scituate	10,000
Narragansett Bay Commission Bucklin Point East Providence	2,000
Gloucester Rte. 44 Putnam Pike	10,000

LOCATIONS AND VOLUME MAY CHANGE DURING THE TERM OF THE CONTRACT



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Page 1 of 3
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Terms: Net 30

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Item		Unit	Unit Price
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